

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73, CTW/CLC  
-Representing Hospital Technologists-**

**And**

**COUNTY OF COOK**

**December 1, 2017 through November 30, 2020**

**Effective upon Approval by the Cook County Board of Commissioners**

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

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# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, Service Employees International Union, CTW/CLC, hereinafter referred to as the "Union," and the COUNTY OF COOK, hereinafter referred to as the "Employer" or "County."

## **ARTICLE I** **Recognition**

### **Section 1.1 Representation:**

The County recognizes the Union as the sole and exclusive representative for all employees of the County at the Stroger Hospital of Cook County, Provident and Oak Forest Hospitals and Cermak Health Services in the job classifications set forth in Appendix A of this Agreement (except those employees working less than twenty (20) hours per week), and excluding all office employees, supervisors and all other employees.

### **Section 1.2 Union Membership:**

The County does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee as a condition of membership.

The County shall grant the Union thirty (30) minutes at the end of the orientation of new employees to present the benefits of union membership, at which time the Union may give the employees a copy of this Agreement. The County will encourage new employees to attend.

The County and Union agree to communicate monthly regarding the date, time and place of the orientation. A steward designated by the Union shall be given reasonable notice of the orientation and he/she shall also be released with pay for such purpose.

### **Section 1.3 Dues Checkoff:**

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded in a separate check thirty (30) days after the close of the pay period for which the deductions are made.

With Respect to any employee from whom the Employer receives individual written authorization, signed by the Employee, in a form agreed upon by the union and the Employer the Employer shall deduct from the wages of the employee the dues and initiation fee required a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union with thirty (30) calendar days after close of the pay period for which the deductions are made.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

The parties acknowledge and agree that the phrase "written authorization" as provided in this Agreement include authorizations created and maintained by use of electronic records and electronic signatures consistent with State and federal law.

#### **Section 1.4 "Fair Share:"**

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

**Section 1.5 Religion Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4 of this Article, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

**Section 1.6 Indemnification:**

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**Section 1.7 Fair Representation:**

The parties agree that classifications and units of unrepresented employees shall be free to communicate with and to choose or not choose representation by the Union. Such a choice shall be made consistent with the Illinois Labor Relations Act and in accordance with the procedures established by the Illinois Labor Relations Board.

**Section 1.8 Severability and Right to Re-Open:**

In the event any of the provisions of this agreement are or shall become invalid, illegal, or unenforceable by reason of any federal or State Law, Local Ordinance, Decision of any Court or Ruling of any Federal or State Board, Agency, or other governmental entity such invalidity, illegality, or unenforceability shall not affect the remainder of the provisions of this agreement. If any such event occurs, at the request of either party, the Union and the Employer shall meet and negotiate in good faith for the purpose of bargaining over the effects of the invalidity, illegality, or unenforceability of the provision or provisions.

**Section 1.9 Orientation:**

An important part of each employee's tenure with the County is an understanding of the CBA and the role of the Union in the employment setting. The County shall notify the Union of the date and time of the orientation and grant the Union thirty (30) minutes of the orientation of new employees to present the effects of Union membership at which time the union may give the employees a copy of this Agreement. The County will encourage new employees to attend.

**ARTICLE II**

**Declaration of Purpose and Authority of the County**

**Section 2.1 Community Interest:**

The parties acknowledge the interest of the general community in the medical care offered by the Hospital and its employees, and declare their intent that this humanitarian service shall not be interrupted by reason of any dispute or disagreement among the Union, the Hospital or its employees. The purpose of this Agreement is to establish and maintain harmony and cooperation between the Hospital and the employees by setting forth the complete understanding between the County and Union with respect to wages, hours and other terms and conditions of employment of such employees, and to provide an orderly

procedure for the prompt and fair disposition of any grievances that might arise, thereby assuring patients at the Hospital that, with the flexibility in the use of Hospital personnel provided herein, they will receive efficient and uninterrupted care at all times.

### **Section 2.2 County Authority:**

For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; to train employees; to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees, and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to make and enforce reasonable rules of conduct and regulations; to hire,

lay off, promote and transfer employees, to discipline or discharge employees for just cause; to utilize employees wherever and however necessary in cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

### **Section 2.3 County Obligation:**

The Union recognizes that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

### **Section 2.4 Employee and Management Obligation:**

The parties recognize that there may be reasonable differences of opinion as to whether a particular work assignment to an employee is within a specific limitation of this Agreement. It is agreed that in such instance the employee shall comply with the assignment and shall then utilize the grievance procedure, if necessary, to settle the difference.

### **Section 2.5 Union and County Meetings Health Care:**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

The subjects of consolidations and/or closures of positions and the possible effects of staffing levels on patient care shall be appropriate topics at such meetings. This shall not preclude the Union from utilizing remedies otherwise available, if any.

### **Section 2.6 Union and County Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The party requesting the meeting shall prepare a written agenda one (1) week prior to meeting if so asked by the other party. The Union and County shall each designate not more than five (5) representatives to a labor-management committee for this purpose. Both parties agree that prompt responses to issues raised in these meetings are of primary importance. Therefore, the time frame by which responses shall be provided to issues raised in these meetings will be determined by the designated representatives.

## **ARTICLE III**

### **Hours of Work and Overtime**

#### **Section 3.1 Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week, or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required. An employee shall be paid one and one-half (1½) times the total of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period. Daily overtime pay shall not be paid for excess hours worked on any day because of a permanent change in an employee's schedule, if the employee is free from all duty for at least eight (8) hours after completing his/her first eight (8) hours of work that day. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

#### **Section 3.2 Regular Work Periods:**

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time. The length of paid lunch periods and breaks presently granted at each institution shall remain in effect, provided that total time for lunch and break is not less than one (1) hour. The regular pay period shall consist of two (2) regular work weeks.

#### **Section 3.3 Overtime Pay:**

An employee shall be paid one and one-half (1½) times the total of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period. An employee's time spent on FMLA (paid benefit time) shall not count towards overtime eligibility. Daily overtime pay shall not be paid for excess hours worked on any day because of a permanent change in an employee's schedule, if the employee is free from all duty for at least eight (8) hours after completing his/her first eight (8) hours of work that day. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

#### **Section 3.4 No Duplication of Overtime Pay:**

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one (1) provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. When two (2) or more provisions requiring the payment of overtime or other premium pay are applicable, the one (1) most favorable to the employee shall apply.

### **Section 3.5 Time Considered As Time Worked:**

Paid vacation time and holiday time, including a compensating day off as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime. Time spent on jury duty shall also be considered as time worked for overtime purposes.

### **Section 3.6 Overtime Work:**

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in cases of emergency the County may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the Hospital will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The Hospital shall maintain such records as may be necessary to establish the overtime hours worked by each employee, such records shall be available for inspection by the Union.

### **Section 3.7 Rest Periods:**

The number and length of rest periods presently granted at each institution shall remain in effect, except that if a lunch period is forty-five (45) minutes or less, employees will be given a break period if a break period is not already granted. Where two (2) break periods are allowed, it is generally understood that one (1) shall be granted in the first four (4) hours of work but no earlier than the first two (2) hours worked, and the remaining break period shall be in the second four (4) hours of the shift provided that when due to operational needs, it is not possible to provide the employees with their breaks, the employees shall receive a lunch period of one (1) hour. Part-time employees who work six (6) hours shall be entitled to one (1) break of fifteen (15) minutes.

Employees assigned to work overtime for a continuous period of four (4) hours or more beyond their regular work day will be granted an additional rest period of fifteen (15) minutes. Employees assigned to work overtime for a continuous period of eight (8) hours or more beyond their regular work day shall receive two (2) rest periods of fifteen (15) minutes and a forty-five (45) minute paid lunch period.

### **Section 3.8 Flextime:**

Flex time schedules shall be granted for legitimate and compelling personal reasons when consistent with the operational needs of the Hospital. Requests for flex time must be submitted by the employee at least two (2) weeks in advance or when the situation is first known to the employee but in no event less than one (1) week before the flex time schedule becomes effective. Flex time privileges may be canceled or suspended by the Employer for legitimate operational reasons or due to misuse by the employee with proper timely notification.

### **Section 3.9 Call-In Pay:**

In the event an employee is called into work and their services are no longer needed, the employee shall be paid a minimum of three (3) hours of their rate of pay.

### **Section 3.10 Provident Hospital:**

The County shall establish work schedules two (2) pay periods in advance where they are normally and customarily used, the schedules shall be posted in the employee's department. After the work schedule has been posted changes shall be made only for legitimate hospital operations. Employees whose schedules are changed shall normally be notified at least seven (7) days in advance of the change. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

Employees may switch work shifts and days off either temporarily or permanently with approval from their department head or designee. The department head or designee shall respond to the requested change within seven (7) days of receiving the employee's written request.

Employees will not be required to be involved in developing policy manuals and will not be held responsible for the policy manual.

### **Section 3.11 Schedules:**

The County shall establish work schedules one (1) pay period in advance where they are normally and customarily used, the schedules shall be posted in the employee's department. After the work schedule has been posted changes shall be made only for legitimate hospital operations. Employees whose schedules are changed shall normally be notified at least seven (7) days in advance of the change. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

Employees may switch work shifts and days off either temporarily or permanently with approval from their department head or designee. The department head or designee shall respond to the requested change within seven (7) days of receiving the employee's written request.

### **Section 3.12 Employee Health Service:**

Employees incurring any occupational illness or injury shall be paid for time spent during their regular work day at the direction or request of the Hospital in obtaining medical care from Employee Health Service. Employees incurring non-occupational illness or injury during their regular work day shall be paid for time spent at the direction or request of the Hospital in obtaining emergent and urgent care from Employee Health Service, but shall not be paid for time spent thereafter in obtaining follow-up, long term or in-depth care from Employee Health Service or their private physician or health facility. Employees taking physical exams or obtaining clearances in return to work after a non-occupational illness or injury shall be paid for time so spent during the regular work day at the direction or request of the Hospital.

## **ARTICLE IV Seniority**

### **Section 4.1 Probationary Period:**

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be ninety (90) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge.

Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

**Section 4.2 Definition of Seniority:**

Seniority is an employee's length of most recent continuous employment at the Hospital since his/her last hiring date.

**Section 4.3 Promotion and Lay-off Preference:**

In cases of promotion, layoff for a period in excess of five (5) days, and recalls for a period in excess of five (5) days, preference shall be given to employees as hereafter provided on the basis of:

- (a) Seniority, and
- (b) Ability and fitness to perform the required work.

When determining ability as stated in part (b), the amount of lab experience of an individual shall be considered, and where sufficient, be given as equal a weight as a required degree, where this substitution does not conflict with any state or federal requirements.

When the qualifications in (b) are equal among the employees involved, seniority is hereinafter provided shall be controlling.

**Section 4.4 Reduction in Work Force:**

The Union and the County agree that security in employment becomes relatively more important as employees increase their service at the Hospital. Should the County find it necessary to decrease the number of employees working within a job classification, the County shall give written notice to the Union at least thirty (30) days prior to the effective date of layoff of employees, except in a bona fide emergency, when a layoff of five (5) days or less is made under Section 4.3, in which case no notice need be given before or after such period. During that interim period, the County will meet with the Union to discuss any alternatives to the layoff of employees. Prior to the layoff of any bargaining unit employees the County shall first layoff all temporary and probationary County employees. Employees in the affected classifications shall be initially selected for layoff in accordance with Section 4.3 of this Article, and shall be given notice thereof at least two (2) weeks prior to the effective date, except when a layoff of five (5) days or less is made under Section 4.3 of this Article, in which case no notice need be given before or after such period. An employee so selected shall be transferred to any other classification in which there is a vacancy, or which is filled by another employee who has not completed his/her probationary period, or, if neither such situation exists, the employee so selected shall be permitted to exercise bumping rights all in accordance with Section 4.3 of this Article as follows:

If Non-ACHN: First within the Department/Division, then Division/Department, then the Facility and then throughout the Bureau of Health

If ACHN: First within the Clinic, then the Region and Hub Facility, then throughout the Bureau of Health

1. With respect to the Termination of Seniority provisions in any applicable collective bargaining agreement, employees laid off in January of 2010 will have two years of recall rights instead of one. During the layoff, employees will not continue to accrue seniority, but if they are recalled within two years, they will



retain the seniority they had as of the date of layoff.

2. HHS began the notice process under Article IV in October of 2009, however, in order to accommodate requests for Local 73 system-wide bumping rights which HHS and the County do not believe are required by certain of the applicable collective bargaining agreements, HHS sent additional notices to employees who may be affected by the process and who may be bumped as a result of the system-wide procedural steps request by Local 73. Please note that additional employees who are bumped will be notified of the action during the layoff process and allowed to exercise rights under Section 4.4.
3. HHS has identified the least senior employees in each classification at each facility. In addition, the employees have been ranked in each classification in each facility by seniority.
4. For the purposes of this layoff only, and not for purposes of amending the Oak Forest Hospital Service & Maintenance Collective Bargaining Agreement, the Transporter positions in the DC and the DE classifications at Oak Forest Hospital only shall be treated as single classification as the job requirements are substantially similar.
5. For the purposes of this layoff only and not for purposes of amending Article IV, seniority will be determined by reference to most recent hire date with the County. In the event two employees have equal hire dates, the order of selection and seniority for this layoff will be determined on a "last name alpha basis" with preference being given to B and so on. Just as "Adam" has precedence over "Baker", "Cane" would have preference over "Cone". Definitions of seniority in the applicable CBA's will continue to govern seniority issues for all other purposes.
6. Employees identified for layoff will be listed in order of seniority without regard to job title or classification. Employees then will be allowed to exercise their rights under Article IV in the order of seniority (with the most senior employee acting first) as defined in this email.
7. An employee first will be allowed to claim vacancies for positions in any classification for which the employee is qualified based on ability and fitness, and as set forth in the job description for the position.
8. If no vacancy exists, then the employee will be allowed to bump employees in probationary positions.
9. For any employee "bumping down", he or she will be allowed to review and bump a less senior employee in the next pay grade down, provided the employee is qualified for the position.
10. If there is an available position in the next pay grade down from the employee exercising rights, he or she must either accept the position or accept layoff.

11. If there are no "bumping" opportunities in the next lower pay grade down for the employee identified for layoff, the employee then will continue to the following lower pay grades, sequentially, until a placement opportunity arises. If there is an available position in the next lower pay grade down from the employee exercising rights, he or she must either accept the position or accept layoff. No employee may forego a "bumping" opportunity to take a position in a lower pay grade. The bumping process for any employee will end when the first position is available for which the employee is qualified. The employee must accept that position or accept layoff.
12. Employees must qualify themselves for placement into a position at the time of layoff. This means they must bring supporting documentation acceptable to management, certifications and/or proof of education and training to verify their qualification for a new position if they exercise rights to claim a vacancy, or bump a probationary or less-senior regular employee.
13. All employees affected by the layoff must be present at the meetings. SEIU Local 73 is authorized to and must make a selection on behalf of any absent employee or any employee who otherwise is unable to attend the meeting.

#### **Section 4.5 Promotion and Assignment: Non-ACHN:**

Vacant positions shall be posted concurrently on all posted boards in the Bureau of Health for a period of fourteen (14) days. Preferential consideration shall be given in accordance with Section 4.3 of this Article to employees in the bargaining unit in equal or lower pay grades or classifications from within the Department/Division, then within the Hub Facility and Region, then other Hub Facilities/ACHN and finally the Bureau of Health before new employees are hired for the vacancy. Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given whenever reasonably possible to senior employees desiring specific job assignments. The Hospital agrees to interview all qualified applicants from the bargaining unit and a response to an application shall be given thirty (30) days after the application process closes. Grant positions will be posted the same as all other positions.

#### **Section 4.6 Promotion and Assignment: ACHN:**

##### **A. ACHN - Fantus**

Vacant positions shall be posted concurrently on all posted boards in the Bureau of Health for a period of fourteen (14) days. Preferential consideration shall be given in accordance with Section 4.3 of this Article to employees in the bargaining unit in an equal or lower pay grade or classification from within the region and JSH (Hub facility), then the other Hub Facilities and ACHN, and finally the Bureau of Health before new employees are hired for the vacancy.

Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given whenever reasonably possible to senior employees desiring specific job assignments. The Hospital agrees to interview all qualified applicants from the bargaining unit and a response to an application shall be given thirty (30) days after the application process closes. Grant positions will be posted the same as all other positions.

**B. ACHN – Other than Fantus:**

Vacant positions shall be posted concurrently on all posted boards in the Bureau of Health for a period of fourteen (14) days. Preferential consideration shall be given in accordance with Section 4.3 of this Article to employees in the bargaining unit in an equal or lower pay grade or classification from within the clinic, and then the Hub Facility and region, then other hub facilities/ACHN, and finally the Bureau of Health before new employees are hired for the vacancy.

Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given whenever reasonably possible to senior employees desiring specific job assignments. The Hospital agrees to interview all qualified applicants from the bargaining unit and a response to an application shall be given thirty (30) days after the application process closes. Grant positions will be posted the same as all other positions.

**Section 4.7 Floating to ACHN Clinics:**

Employees normally assigned to a HUB Hospital may be utilized to cover unanticipated staffing shortages in the ACHN Clinics. Such staffing will be accomplished in the following order:

1. Volunteers will first be solicited.
2. If no one volunteers, employees will be floated on a rotating basis starting with the least senior.
3. Staffing will occur only within the region of the HUB Hospital.
4. Any travel required of an employee will be reimbursed in accordance with the Cook County Travel and Transportation Expenses Reimbursement Policy.
5. Subject to the County's rights set forth in the subcontracting provisions of this agreement, offsite Clinics established by the County shall have bargaining unit members doing established bargaining unit work.

**Section 4.8 Return to Former Job:**

An employee who has been promoted, transferred or recalled to another job within the represented unit may be returned by the Hospital to the former job or status within a reasonable period, but not to exceed thirty (30) calendar days, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted, transferred or recalled. During such thirty (30) calendar days, an employee shall retain seniority in the job classification from which promoted, transferred or recalled, and only thereafter shall seniority be transferred to the new job classification. An employee who has accepted another job within the represented unit may ask to return to the former job within seven (7) calendar days after commencing work on the new job without loss of seniority in the old job.

**Section 4.9 Return to Represented Unit:**

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the County, shall upon return to the unit be granted the seniority he/she would have had the employee continued to work in the classification from which promoted or transferred out of the unit; provided that such an employee may retain and exercise such rights under this Section on only one (1) occasion.

**Section 4.10 Seniority List:**

the 10<sup>th</sup> calendar day of each month, the Union shall receive a list of all current Employees, which shall include each Employees name, address, telephone number, and work email addresses (if available), name and code, base hourly pay rate, Employee Identification number hours worked, gross pay, and union dues. The list will be provided in an agreed upon format and transmitted electronically

**Section 4.11 Termination of Seniority:**

An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- (e) Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service twenty four (24) months in the case of an employee with one (1) or more years of service, or thirty six (36) months in case of an employee with seven years or more of service when the absence began, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

- (f) Failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the employee's last address on file with the Personnel Office where the employee works. Employer shall send a copy of the letter of recall to the Union; or
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

#### **Section 4.12 Transfer of Stewards:**

Employees acting as Union stewards under Article XI, Section 11.6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

#### **Section 4.13 Discipline:**

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure. The Union and the County agree that discipline should be timely, progressive and accompanied by counseling. It is understood that all discipline below suspension shall be discarded after one (1) calendar year if the employee has no additional discipline for the same or similar offense. Suspensions will be discarded from an employee's personnel file forty-eight (48) months from the date the suspension was issued, provided the employee has not received discipline for the same or similar offense during that forty-eight (48) month period. Once discipline is removed, it will not be considered in determining future disciplinary actions; provided, however, that neither the employee nor the Union will claim in any subsequent arbitration that the employee had a "clean" or "unblemished" record. In the event the Union or the employee makes such a claim or claims the County will be free to use any discipline issued to the employee regardless of the provisions of this Section.

If the County has reason to discipline an employee it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

A pre-disciplinary meeting for suspensions and discharges shall be held. The County shall notify the Union and the employee of a pre-disciplinary meeting and set forth a brief statement of the facts surrounding the incident including dates if known and identify any witnesses whose testimony will be relied upon. During the pre-disciplinary meeting, the employee and/or the Union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting. The pre-disciplinary meeting shall be scheduled in a timely manner. In the event the Union's representative or designee does not respond to scheduling of such hearing, the employee may be disciplined accordingly.

An employee's disciplinary record in accordance with the provisions of Article IV, Section 4.13 of the Healthcare Professionals, Technicians, Technologist, Oak Forest Hospital and Article XIV, Section 14.1 of the Stroger/Cermak Agreements shall not be used to determine whether or not they are promoted or laterally transferred.

#### **Section 4.14 Temporary Employees:**

Temporary jobs and temporary employees shall not exceed ninety (90) calendar days of employment, except summer replacement employees whose jobs and employment shall

not exceed one hundred twenty (120) calendar days. If a temporary employee becomes a permanent employee by virtue of being retained for a period exceeding ninety (90) calendar days or one hundred twenty (120) calendar days, as herein above referred to, the position occupied shall then be posted and filled pursuant to Sections 4.3 and 4.5 of this Article. A temporary employee will be given a permanent seniority date of the date originally hired if retained past the aforestated period, and that date shall be used when the employee bids for his/her present position or any other posted position.

The employee may temporarily remain in the existing position until it is filled through the posting and bidding procedures. If the employee fails to retain the position or obtain any other position through the bidding procedures, the employee shall be placed on layoff pursuant to Section 4.4 of this Article; however, if laid off, the employee will not be recalled to any job until it has been posted and bid upon by active employees. The provisions of Section 4.9(e) of this Article, will apply to termination of employment in event of no recall. Permanent employees shall have preference in scheduling assignments.

**Section 4.15 Newly Certified Employees:**

Upon notification from the Union to the Employer and its human resources director, the Employer agrees to meet with the Union within 60 days thereafter to discuss the placement of newly certified bargaining unit positions on a wage scale.

**Section 4.16 Seniority of the Technician, Technologist and Healthcare professional:**

Prior to an unfilled vacant position being posted in Taleo, the hiring department will post an internal bid posting within the operating unit to allow for the bidding of the shift associated with the vacant position. Bid postings shall be posted for seven (7) calendar days.

Only employees who are assigned to the operating unit (i.e., Unit/division) where the vacancy occurs will be eligible to bid for the shift indicated on the vacant position. The vacant shift(s) will awarded based on seniority preferences.

The shift that becomes vacant as a result of the shift bidding process will be attached to the unfilled vacant position and posted on Taleo. No concurrent or recurring shift bid movement will occur.

**ARTICLE V**  
**Rates of Pay**

**Section 5.1 Job Classifications/Rates of Pay:**

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective thirty (30) days after ratification by the County Board of Commissioners, a \$1,200 one-time lump sum bonus paid to all employees in active status.

Effective December 1, 2018 reduce all entry level rates by 10%.

Effective December 1, 2018 the pay rates for all classifications shall be frozen.

Effective the first full pay period on or after June 1, 2019 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

**Section 5.2 New, Changed or Misclassifications:**

- A. During the term of this Agreement, the County may establish new and changed job classifications and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. In the event a new classification is placed in the bargaining unit for any reason, the County and the Union agree to meet and bargain the terms and conditions of employment for that new classification, including rates of pay, work rules, etc., within thirty (30) days of their inclusion in the bargaining unit. The County may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set terms and conditions of employment, including rates of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the employee if possible, or include this reclassification in the forthcoming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.

**Section 5.3 Classification and Grade Changes:**

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. **Promotions:**

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made provided that:

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. Subsequent increases within

any new classification shall occur as of the first pay period commencing after the effective date of placement in the new classification.

In all cases of promotion, the effective date will set a new anniversary date.

B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date.

In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions:

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously since the beginning of Fiscal Year 1960, and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade after the beginning of Fiscal Year 1960 and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

**Section 5.4 Shift Differential:**

- A. All employees will be paid a premium of eighty cents (80¢) per hour for all hours worked between 3:00 p.m. and 7:00 a.m. In all cases, shifts will not be changed to avoid the payment of the shift differential.
- B. Effective the first full pay period after December 1, 1999, employees working on a weekend will be paid a premium of eighty-five cents (85¢) per hour for all weekend hours worked. A weekend is defined as beginning at 12:01 a.m. Saturday through 12 midnight Sunday.



- C. Effective the first full pay period after December 1, 2002, employees in the following job classifications working on a weekend will be paid a premium of fifty cents (50¢) per hour for all weekend work: Certified Nursing Assistant, Attendant Patient Care. A weekend is defined as beginning at 12:01 a.m. Saturday.

**Section 5.5 Part-Time Employees:**

Regular part-time employees shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement.

Part-time employees regularly employed for twenty (20) or more hours per week shall be entitled to vacations, sick pay, holidays, hospitalization insurance, life insurance, jury pay and bereavement pay on a pro rata basis.

Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan.

**Section 5.6 On-Call Pay:**

Present "On-Call" policies will remain in effect until the rate for shift/day, etc., can be determined and standardized.

**On call Pay will increase for the following titles:**

MRI Technician, Special Procedures Technician I, Special Procedures Technician II, Nuclear Medicine Technician Senior, Medical Technologist III (Cath Lab) to an amount equal to an additional total cost of \$77,000 for these titles combined. Within (30) days of ratification of this agreement by the County Board of Commissioners, the County and the Union will meet to decide how much of an hourly increase the \$77,000 represents for these five titles, effective 12/1/18. Further the contractual daily rate will be converted to an hourly rate to be paid for hours adjusted by the agreed upon hourly increase.

**Section 5.7 Lead Worker:**

Management will develop job descriptions and determine the hours of work for the Lead Worker positions and shall post said jobs consistent with Article IV, Section 4.5. Final selection will be based upon management's evaluation of the applicant's work record, in each case considering seniority and ability and fitness as provided for in Section 5.3 of this Article.

Effective the first full pay period after December 1, 1999, a total of twelve (12) Lead Worker positions will be created for the Technicians and Technologists. The new classification shall be established at a rate of fifty cents (50¢) per hour above the current rate of pay.

**ARTICLE VI  
Holidays**

**Section 6.1 Regular Holidays:**

The following are regular holidays for all Technologists:

New Year's Day  
Lincoln's Birthday  
Independence Day  
Columbus Day  
Thanksgiving Day

Martin Luther King's Birthday  
President's Day  
Memorial Day  
Labor Day  
Veteran's Day  
Christmas Day

**Section 6.2 Eligibility:**

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

**Section 6.3 Working Holidays:**

Because the Hospital operates every day of the year and it is not possible for all employees to be off duty on the same day, the County has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 6.1. Employees who work on a holiday shall receive one and one-half times their regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable, at the same hourly rate.

**Section 6.4 Holidays in Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

**Section 6.5 Failure to Report:**

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report.

**Section 6.6 Holiday Pay:**

Employees eligible for holiday pay shall be paid eight (8) hours pay including shift premium, if applicable, at their hourly rate. Part-time employees regularly working twenty (20) or more hours per week shall receive holiday pay, including shift premium, on a pro rata basis.

**Section 6.7 Floating Holiday:**

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.5. If an employee elects not to schedule said day as provided above, employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. A two (2) week notification will be required. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.6 of this Article.

## **ARTICLE VII Vacations**

**Section 7.1 Eligibility:**

Vacation credit shall be earned for each month during which the employee is in an active pay status for at least eighty (80) straight-time hours. The amount of annual paid vacation for Technologists will be according to the following schedule:

**Service**  
1 Year  
5 Years  
10 Years

**Vacation**  
3 Weeks  
4 Weeks  
5 Weeks

Employees employed for six (6) months shall be entitled to one (1) week vacation with pay, which shall be deducted from the three (3) weeks' vacation with pay to which they are entitled after one (1) year.

**Section 7.2 Eligibility Year:**

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his/her most recent date of hire. An employee must take the vacation to which entitled as of his/her most recent anniversary date during the twelve (12) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more than twelve (12) months of service will be permitted to take accrued time off as it is earned.

**Section 7.3 Vacation Accrual:**

During the employee's first four (4) years of service vacation credit will accrue at the rate of 1 2/13 days each two (2) pay periods; during the next five (5) years at the rate of 1 7/13 days each two (2) pay periods; and thereafter at the rate of 1 12/13 days each two (2) pay periods.

**Section 7.4 Vacation Pay:**

Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least six (6) months prior to the time the vacation is taken. Employees so assigned to evening night shifts for only a portion of their regular work week shall receive pro rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

**Section 7.5 Vacation Preference and Scheduling:**

Insofar as practicable, vacations will be granted to meet the requests of the employees, and seniority will control in conflicts in scheduling vacation periods. However, to insure the orderly operation of the Hospital and in the interest of patient care, the right to limit the number of employees who will be permitted to be on vacation at any one time is reserved to the County.

On February 1 of each year, the County will notify the employees of their accrued vacation as of the previous January 1. On February 1 and August 1 of each year, the County also will post a schedule in each department or unit indicating the number of employees who will be permitted to be on vacation at any one (1) time in any one (1) department or unit during the six (6) month periods commencing respectively on April 1 and October 1. By March 1 and September 1, respectively, employees shall indicate their preferred vacation periods, with second and third choices. The County thereafter will schedule vacations based on the employee's seniority as defined herein, and a schedule thereof will be posted no later than ten (10) days prior to April 1 and October 1, respectively. When two (2) weeks' notice is given, employees thereafter may exchange or change vacation periods when time is available on the posted schedule. An employee may request to begin and end a vacation on any day of the week and management, as a matter of routine shall not arbitrarily deny this request.

Emergency vacation requests for employees will continue to be granted whenever possible. It is understood that while requests for emergency vacation cannot be

automatically granted in every instance, such requests should not be automatically denied as a matter of routine Hospital function. Other vacation requests will be granted, consistent with the number of employees who will be permitted to be on vacation at any one time. The County may change an employee's scheduled vacation when emergencies occur, after due consideration for inconvenience and cost to the employee. Requests for emergency vacation time are not to be denied solely in order to place the employee in "O" status as a punitive measure.

**Section 7.6 Accrued Benefits at Separation:**

Upon termination of employment, the employee shall be paid all vacation and holiday pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

**ARTICLE VIII  
Welfare Benefits**

**Section 8.1 Hospitalization Insurance:**

- A. The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with, Local 20. All employee contributions for Health Insurance shall be made on a pre-tax basis.

The County will negotiate with the Union before any proposed changes in benefits or premium payments are implemented.

Cook County will reimburse for the cost of health insurance coverage paid by employees who convert following their termination subsequently reinstated pursuant to the grievance procedure.

**Section 8.2 Sick Pay:**

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Employees may accumulate and carry over to the next fiscal year a maximum of one hundred seventy-five (175) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness or injury (other than an occupational illness or injury), or illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time. The County shall keep the Union informed of employees suspected of abusing sick pay and the Union will cooperate with the County in counseling individuals in an effort to minimize such abuse.

**Section 8.3 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof, shall be paid Total Temporary Disability Benefits pursuant to the Workers Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State law.

**Section 8.4 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), at no cost to the employee with the option to purchase additional insurance up to maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

**Section 8.5 Pension Plan:**

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

**Section 8.6 Dental Plan:**

All employees shall be eligible to participate, at no cost to them, in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

**Section 8.7 Vision Plan:**

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

**Section 8.8 Hospitalization – New Hires:**

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing; such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

**Section 8.9 Flexible Benefits Plan:**

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

**Section 8.10 Insurance Coverage:**

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

**Section 8.11 Insurance Claims:**

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person and may have union representation at such proceedings. This Section should not be construed to diminish the provisions of Section 8.1(A), (B), (C) or (D) of this Article.

**Section 8.12 Confidentiality of Wellness Program:**

Health information will be kept confidential. Personal health information may only be used and disclosed as permitted by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health information may be disclosed to the screening agent, and to the employer acting as health plan sponsor for program administration purposes only as permitted by HIPAA. Program administration purposes may include offering and determining eligibility for Program incentives. The RFP for wellness vendors shall maximize the confidentiality of patient medical records and other privacy and confidentiality issues.

## **ARTICLE IX Additional Benefits**

**Section 9.1 Bereavement Pay:**

In the event of death in the immediate family, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between date of death and date of burial (both inclusive) plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days' pay. The three (3) days of bereavement leave shall not include the employee's scheduled days off.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. The Employee shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary or a Certificate of Death. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

For purposes of this Section, "household" is defined as persons living in the household for at least one (1) year prior to date of death, with appropriate documentation.

**Section 9.2 Jury Make-Up Pay:**

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the County shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

**Section 9.3 Election Day:**

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) working days prior to the election.

**ARTICLE X  
Leaves of Absence****Section 10.1 Regular Leave:**

An employee not affected by the leave of absence rules of the Civil Service Commission of Cook County may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, and all absences without leave shall be deducted in computing total continuous service and will effect a change in anniversary date.

**Section 10.2 Sick Leave:**

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves or any extensions thereof shall be handled in the manner specified in Section 10.1 of this Article, and shall not be denied for periods of bona fide disability.

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

**Section 10.3 Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's pension plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. An employee returning from a leave of absence under Section 10.1 or 10.2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

**Section 10.4 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence, except for maternity or paternity leave, will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Hospital's Payroll Office prior to departure on the leave. For the failure to make such arrangements the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 10.5 Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such employees shall have the same returning rights as a regular leave of absence. Employees duly elected as delegates of the Union will be allowed time off without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) working days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.4 of this Article.

**Section 10.6 Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301, et seq., as amended.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to a leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

**Section 10.7 Maternity Leave:**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the department head.

The following rules shall apply:

1. An employee who will require a maternity leave shall inform her supervisor in writing of her request no later than three (3) months prior to her expected date of delivery and shall present a signed statement by her physician stating the expected date of delivery.
2. A pregnant employee may continue in her assignment as long as her attendant physician deems her to be able to perform her normal work routines. Her physician shall specify in writing the latest date maternity leave shall commence.



3. An employee who has been absent due to maternity leave shall be eligible for reinstatement as soon as her physician deems her to be able to assume her regular duties. The employee shall report to work with a written statement from her physician advising that the employee is physically capable of returning to her duties.
4. Upon return from maternity leave the reinstatement rights of the employee will be identical to those of an employee returning from an ordinary disability leave.

**Section 10.8 Educational Leave:**

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

**Section 10.9 Parental Leave:**

Upon execution of the Collective Bargaining Agreement, Employees shall be eligible for paid Parental Leave pursuant to Cook County Board Resolution 13-R-346 and the corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees, except those who have applied for and been granted Parental Leave, shall be eligible for unpaid maternity or paternity leave pursuant to Cook County Personnel rule 6.03 (b).

**ARTICLE XI  
Grievance Procedure**

**Section 11.1 Policy:**

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

**Section 11.2 Definition:**

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at steps 3 and 4 to the County's Director of Human Resources.

**Section 11.3 Representation:**

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through steps 1 to 4 either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step 3 by a Union representative.

**Section 11.4 Grievance Procedure Steps:**

The steps and time limits as provided in the County's Grievance Procedure are as follows:

	Submission Time		Time	
	Limit This Step		Limits	
Step	(Calendar Days)	Submitted	Meeting	Response
1	30 days	Dept/Division Head or Designee	10 days	5 days
2	7 days	Chief Operating Officer/Designee	10 days	10 days
3	10 days	Chief, Bureau of Human Resources/Hearing Officer (with a copy to affiliate HR Director)	30 days	30 days
				(Status Report to Union if exceeded)
4	30 days	Impartial Third Party Arbitration		

#### **Section 11.5 Time Limits:**

Initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at step 4. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

Priority shall be given to grievances in the following order:

1. Discharges
2. Suspensions
3. Other issues

Time limits shall be strictly enforced for all discharges, with every effort made to provide answers earlier than the specified time limits, if possible. Neither the Union nor the County shall waiver from the established time limits unless by mutual agreement. This does not preclude timely answers for all other types of grievances.

#### **Section 11.6 Stewards:**

Stewards shall be allowed to attend authorized meetings with Union representatives during normal hours without loss of pay. Such meetings shall be limited to a maximum of four (4) per year per steward.

The Union will advise the County in writing of the names of the stewards in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

#### **Section 11.7 Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the Hospital for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Hospital's Director/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/Designee to enter the Hospital and conduct their business so as not to interfere with the operation of the Hospital. The Union will not abuse this privilege, and such right of entry shall at all time be subject to general Hospital and medical office rules applicable to non-employees.

The County will grant the Union an opportunity during orientation of new employees to present benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

**Section 11.8 Impartial Arbitration:**

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The County proposes a permanent list of arbitrators to be mutually agreed upon. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Union. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

**Section 11.9 Right to Union Representation:**

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

**Section 11.10 Expedited Arbitration:**

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiples case being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;

- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;
- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

## **ARTICLE XII**

### **Continuity of Operation**

#### **Section 12.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line at the Hospital, or other curtailment, restriction or interference with any of the County's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

#### **Section 12.2 Union Responsibility:**

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

#### **Section 12.3 Discharge of Violators:**

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee participated in the action prohibited by this Article. If it is determined that an employee did so participate, the

disciplinary action taken by the County may not be disturbed. In the taking of such disciplinary action, the County will not discriminate among employees on the basis of race, color or creed.

**Section 12.4 No Lock Out:**

The County agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**Section 12.5 Reservation of Rights:**

In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement must first be exhausted.

**ARTICLE XIII**  
**Miscellaneous**

**Section 13.1 No Discrimination:**

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

Applicants are to be recruited, selected, and hired without discrimination because of race, color, religion, national origin, political belief, sex, age, disability, or marital status.

**Section 13.2 Safety:**

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. One (1) employee from the represented unit, mutually agreed upon by the Hospital and the Union, shall serve on the Safety Committee at each Hospital. The parties understand that in certain instances an additional steward may need to attend committee meetings. On these occasions, the Union will give prior notification.

**Section 13.3 Doctor's Statement:**

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the facility's or County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

**Section 13.4 Voluntary Workers:**

Voluntary organizations and workers perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital.

Also, the Hospital engages in education and research which involve persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Hospital. The Hospital shall continue to have the right to avail itself of any and all such voluntary services, and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers.

**Section 13.4 Voluntary Workers:**

Voluntary organizations and workers perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital. Also, the Hospital engages in education and research which involve persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Hospital. The Hospital shall continue to have the right to avail itself of any and all such voluntary services, and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers.

**Section 13.5 Bulletin Boards:**

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Hospital property other than herein provided.

**Section 13.6 Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

**Section 13.7 Uniforms:**

The County and the Union shall discuss the color, style, availability and other problems relating to uniforms required to be worn by employees.

**Section 13.8 Representation at Security Investigations:**

Employees detained by Hospital Security shall be entitled to Union representation. Before interviewing an employee, security shall notify the Union to be present at the interview.

**Section 13.9 Training in New Techniques:**

It is understood by the parties to this Agreement that employees need to be trained in new methods, procedures and techniques as needs arise. This includes, but is not limited to, professional seminars and new equipment operation. Seniority will be the primary consideration in these matters. Primary consideration for attendance at seminars will be given to seniority of employees or on a rotating basis when applicable. Notification of seminars shall be posted by all Departments (e.g., Biochemistry, Blood Bank, Endocrinology, etc.) on their bulletin boards. When authorized representatives of the Employer determine training is necessary, the Employer will provide and pay for such training to current employees to teach new or different skills pertaining to the employee's job requirements.

### **Section 13.15 Parking:**

#### **JSH**

The Union is to be provided information regarding the allocation of parking spaces at JSH. Following receipt of the information, the Union is to be afforded an opportunity to meet with the person in charge of parking to review issues regarding allocation of parking.

#### **Cermak**

Parking will be granted to Cermak employees upon completion of the new parking facility. The safety on midnights will be addressed by providing escorts.

### **Section 13.16 Direct Deposit:**

Upon the County's ability, through their payroll system, when it is capable, it will be implemented

### **Section 13.17 Distribution of Workloads:**

It is the intention of the parties that workloads will be distributed equitably among the employees in the same job classification within a department or operating unit in consideration of patient care and operational needs. In the event an employee is not treated fairly the issue will be brought to the Hospital's attention or a grievance may be submitted.

The County and the Union agree that quality patient care and an appropriate working environment are important considerations and the County and the Union agree to discuss the Union's concerns regarding staffing levels and changes in working conditions.

### **Section 13.18 Job Quality:**

Healthcare workers will not be expected to ignore the responsibilities of their profession.

### **Section 13.19 Sub-Contracting:**

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

### **Section 13.30 Educational Fund:**

The Employer agrees to allocate funds for educational purposes in each year of the Agreement to be made available to all SEIU, Local 73 bargaining unit employees. The Amount Allocated shall be an aggregate total of twenty thousand dollars (\$20,000.00) for Local 73 bargaining units. Employee request for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such course work, seminars and conferences shall be employment related.

**Section 13.19 Sub-Contracting:**

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 13.20 Educational Fund:**

The Employer agrees to allocate funds for educational purposes in each year of the Agreement to be made available to all SEIU, LOCAL 73 bargaining unit employees. The Amount allocated shall be an aggregate total of twenty thousand dollars (\$20,000.00) for all LOCAL 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such course work, seminars and conferences shall be employment related. An employee may request funds up to an amount no greater than four hundred dollars (\$400.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

The parties shall meet within thirty (30) days of the date of this Agreement to work out the details concerning the implementation of this educational benefit. It is understood that the educational benefits provided herein are intended to supplement already existing educational benefits.

**Section 13.21 Job Advancement and Training:**

The Hospital Human Resource Director or designee will direct bargaining unit employees having questions regarding job advancement, including questions regarding skills and training needed for specific jobs and the availability of training inside and outside the Hospital, to the appropriate hospital official.

**Section 13.22 Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

**Section 13.23 CBA in Electronic Format:**

The parties shall agree upon an electronic format for the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

**Section 13.24 Residency:**

To encourage Cook County employees to maintain a personal commitment to his or her domicile in Cook County and thereby assure all residents and taxpayers that employees share in the responsibility of investing in the future of the County, all employees hired on



or after December 1, 2018 must maintain their actual residence in the County throughout their employment. If such employee does not live within the County at the time of hire, he/she shall have six (6) months from the date of hire to establish actual residency in Cook County.

## **ARTICLE XIV**

### **Duration**

#### **Section 14.1 Term:**

This Agreement shall become effective on December 1, 2017 and shall remain in effect thru November 30, 2020. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been reached or either party shall give the other party five (5) consecutive days written notice of cancellation thereafter.

#### **Section 14.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail; if by the Union then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 500, with a copy to the County's Chief of Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at Clark 309 W. Washington Street, Suite 250, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF COOK:

BY:



TONI PRECKWINKLE, President  
Cook County Board of Commissioners

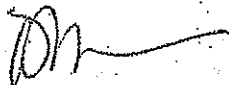
Attest:



DAVID D. ORR  
Cook County Clerk

UNION: Service Employees International Union, Local 73

BY:



Dian Palmer, Co-TRUSTEE  
Service Employees International Union, Local 73

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

NOV 14 2018

**APPENDIX A**  
**Local 73 – Technologists**

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
1844	T16	Medical Technologist II
1852		Biochemist II
1862		Microbiologist II
1887		Hematology Technician II
4611		Histotechnologist II
1902		Immunology Technician II
4778		Orthopedic Technologist
2079		Supervisor Div. of Therapeutic Radiology
1845	T18	Medical Technologist III
1853		Biochemist III
1863		Microbiologist III
1888		Hematology Technician III
1903		Immunology Technician III

SCHEDULE XIV  
BUREAU OF HUMAN RESOURCES  
HEALTH & HOSPITAL SYSTEMS  
MEDICAL TECHNOLOGISTS - SEIU LOCAL 73

<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>
									Year at 1st Longevity Rate & 10 Years At 5th Step	Year at 2nd Longevity Rate & 12 Years Service	Year at 3rd Longevity Rate & 15 Years Service	Year at 4th Longevity Rate & 20 Years Service
T16	Hourly	22.544	25.049	26.235	27.481	28.795	30.184	31.583	33.195	33.526	33.945	35.494
	Bi-Weekly	1,803.52	2,003.92	2,098.80	2,198.48	2,303.60	2,414.72	2,525.64	2,655.80	2,682.08	2,715.60	2,839.52
	Annual	46,891	52,101	54,568	57,160	59,893	62,782	65,692	69,045	69,734	70,605	73,827
T18	Hourly	25.915	28.795	30.184	31.583	33.154	34.882	36.395	38.099	38.480	38.966	40.746
	Bi-Weekly	2,073.20	2,303.60	2,414.72	2,525.64	2,652.32	2,774.56	2,911.60	3,047.92	3,078.40	3,117.28	3,259.68
	Annual	53,903	59,893	62,782	65,692	68,960	72,138	75,701	79,245	80,038	81,049	84,751

Effective June 1, 2019

**SCHEDULE XIV**  
**BUREAU OF HUMAN RESOURCES**  
**HEALTH & HOSPITAL SYSTEMS**  
**MEDICAL TECHNOLOGISTS - SEIU LOCAL 73**

**SCHEDULE XIV  
BUREAU OF HUMAN RESOURCES  
HEALTH & HOSPITAL SYSTEMS  
MEDICAL TECHNOLOGISTS - SEIU LOCAL 73**

							After 2 Years At 5th Step		Year at 1st Longevity Rate & 10 Years Service	Year at 2nd Longevity Rate & 12 Years Service	Year at 3rd Longevity Rate & 15 Years Service	Year at 4th Longevity Rate & 20 Years Service
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>
T16	Hourly	23.455	26.061	27.295	28.592	29.958	31.404	32.859	34.536	34.881	35.316	36.928
	Bi-Weekly	1,876.40	2,084.88	2,183.60	2,287.36	2,398.64	2,512.32	2,628.72	2,762.88	2,790.48	2,825.28	2,954.24
	Annual	48,786	54,206	56,773	59,471	62,312	65,320	68,346	71,834	72,552	73,457	76,810
T18	Hourly	26.962	29.958	31.404	32.859	34.493	36.084	37.865	39.638	40.036	40.540	42.392
	Bi-Weekly	2,156.96	2,398.64	2,512.32	2,628.72	2,759.44	2,886.72	3,029.20	3,171.04	3,202.80	3,243.20	3,391.36
	Annual	56,080	62,312	65,320	68,346	71,745	75,054	78,759	82,447	83,272	84,323	88,175

## APPENDIX C

### COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE DECEMBER 1, 2017 AND DECEMBER 1, 2020

#### Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
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<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$75 copay

**Cook County Benefit Overview (Cont.)**

<b>Drug</b>	<b>Current - Benefits Effective 12/1/2015</b>	<b>Benefits Effective 6/1/2018</b>
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

<b>Vision</b>	<b>Current - Benefits Effective 12/1/2015</b>
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

***\*Either eyeglass lenses OR contact lenses are covered every 12 months***



**Cook County Benefit Overview (Cont.)**

<b>Dental – HMO</b>	<b>Benefits Current – Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

<b>Dental – PPO</b>	<b>Current - Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

**Cook County Benefit Overview (Cont.)**  
**Employee Contributions – As a Percentage of Salary (Pre-Tax)**

<b>Blue Advantage HMO</b>	<b>Current Effective 12/1/2016</b>
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

<b>PPO</b>	<b>Current Effective 12/1/2016</b>
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

<b>Dental</b>	<b>Current Effective 12/1/2016</b>
HMO	\$0
PPO	\$0

<b>Vision</b>	<b>Current Effective 12/1/2016</b>
Vision Plan	\$0

## SIDE LETTER

Between

SEIU LOCAL 73 and CookCounty

If an employee who works at Stroger Hospital can establish that he entered the JTDC parking lot at least one half (½) hour before the start of his shift, and management determines that there was a shuttle problem, and the employee has no pattern of tardiness, the employee will neither be disciplined nor docked so long as he reports on duty within thirty (30) minutes of the start of his shift.